



Terms and Conditions

Acceptance: Purchase orders are not binding upon Tamshell Corporation until acceptance of the order has been provided by the seller. **Acceptance of this order must be provided by seller within 1 working day, and is limited to the full terms and conditions and notes specified on the purchase order.** Seller agrees by accepting this order that all other terms and conditions will be superseded, and this order is bound by these terms and conditions only. Any items that cannot be met by the seller must be proposed during the acceptance of the purchase order, any variances in terms such as delivery date, quantity or quality may be terms for cancellation.

Warranties: By accepting this order, seller warrants that the items furnished hereunder will be in compliance with Tamshell Corporation's terms and conditions, specifications, blueprints, drawings and any other items furnished with this order.

Quality: Each and every item purchased hereunder is subject to Tamshell Corporation's inspection and approval at any time that Tamshell feels is necessary. Tamshell Corporation reserves the right, without liability to refuse or reject the acceptance of any items that do not conform to (a) these terms and conditions (b) specification, drawings, blueprints, notes and data provided by Tamshell Corporation. Any rejected goods, seller, at Tamshell's discretion, but at seller's risk and expense shall fully refund or replace goods and pay for transportation costs both ways as well as any other costs associated with the goods provided. Tamshell holds the right to cancel any order upon receipt of non-conforming products holding seller responsible for any costs associated with the non-conforming product, as well as any additional costs incurred by Tamshell due to processes or processing of the provided item or items.

Changes: Tamshell Corporation reserves the right at any time to change any of the following: (a) drawings, blueprints, specifications or data pertaining to the job (b) method of shipment, packaging or packing of product or (c) time or method of delivery. Any such changes that may cause an increase in cost or delay in delivery will require notification by the seller within the same business day via e-mail or fax. At any time seller requests a change to delivery, quality or specification Tamshell is to be notified immediately via e-mail, fax or phone; however written confirmation must be provided by seller. Changes requested by seller that effect quality or delivery of product may be subject to order cancellation.

Confidential Relationship: Seller agrees to treat all specifications, drawings, blueprints and data supplied by Tamshell Corporation as confidential and shall not disclose any information related to this order to any third party without consent or knowledge of Tamshell Corporation.

Subcontract: This order may not be assigned to any third party or sub-contractor without written consent or knowledge of Tamshell Corporation.

